TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307007

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Four Star Distribution		11/20/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Sugi International Limited
Street Address:	Suites 2901-07, Manhattan Place
Internal Address:	23 Wang Tai Road
City:	Kowloon Bay, Kowloon
State/Country:	HONG KONG
Entity Type:	CORPORATION: HONG KONG

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2923647	C1RCA
Registration Number:	3383845	C1RCA
Registration Number:	3870784	C1RCA SELECT

CORRESPONDENCE DATA

Fax Number: 2123701819

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212 661 1400
Email: ddonnelly@vonmaltitz.com
Correspondent Name: Diane Donnelly
Address Line 1: von Maltitz, Derenberg, Kunin et al
Address Line 2: 60 East 42nd Street, Suite 2446
Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER:	5016

DOMESTIC REPRESENTATIVE

Name: Diane Donnelly
Address Line 1: von Maltitz, Derenberg, Kunin et al
Address Line 2: 60 East 42nd Street, Suite 2446
Address Line 4: New York, NEW YORK 10165

NAME OF SUBMITTER:	Diane Donnelly

OP $90.00 2923647

SIGNATURE:	/Diane Donnelly/
DATE SIGNED:	06/09/2014

Total Attachments: 6
source=License agreement Sugi#page1.tif
source=License agreement Sugi#page2.tif
source=License agreement Sugi#page3.tif
source=License agreement Sugi#page4.tif
source=License agreement Sugi#page5.tif
source=License agreement Sugi#page6.tif

LICENCE AGREEMENT

THIS LICENCE is dated 20. Nov 2013

PARTIES

(1) Four Star Distribution, a California corporation of c/o Borchard & Callahan, APC 25909 Pala, Suite 300, Mission Viejo, CA 92691 (**Licensor**).

(2) Sugi International Limited incorporated and registered in Hong Kong, whose registered office is at Suites 2901-07, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong (**Licensee**).

RECITALS

(A) The Licensor has for many years used the trade mark "CIRCA" in the world in relation to clothing, accessories and shoes, and owns such trade mark, including without limitation registrations and pending applications for such trade mark, and has as a result of its use acquired an extensive and valuable reputation associated with such trade mark.

(B) The Licensor has mortgaged certain marks including without limitation "CIRCA" to the Licensee under a deed of mortgage of trademark dated 22 February 2013.

(C) The Licensor has agreed to permit the Licensee to use the Mark on and in relation to the Goods on the terms of this licence.

AGREED TERMS

1. INTERPRETATION

1.1 In this licence including the Recitals the following expressions shall have the meanings assigned to them except where the context otherwise requires:

"**Goods**" means any and all clothing, accessories and shoes bearing any Mark and such other products as may from time to time be agreed by the parties to be subject hereto, including but not limited to clothing, accessories and shoes designed and manufactured by the Licensee;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

TRADEMARK
REEL: 005298 FRAME: 0664

"Intellectual Property" means any patents, rights to inventions, copyright and related rights, registered designs, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, specification, standards, technical data, drawings, know-how, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world of the Licensor relating to the Goods;

"Related Companies" means Four Star Distribution (Europe) AG, Four Star Distribution (Far East) Limited and Four Star Distribution (Canada) Limited;

"Territory" means the whole world or any part of the world or any country, region or territory in the world;

"Mark" means all trademarks (unregistered or registered) owned or used by the Licensor on or in relation to the Goods at any time during the term of this licence including but without limitation the trademark "CIRCA" and any logo.

1.2 References to Clauses are references to clauses or sub-clauses of this licence.

1.3 Headings are for ease of reference only and do not form part of this licence.

2. LICENCE

2.1 The Licensor hereby grants to the Licensee a sole and an exclusive licence for the duration of this licence to use the Mark and the Intellectual Property in the Territory on and in relation to the Goods, on the terms of this licence, including without limitation, the right to use all Intellectual Property and the Mark for and in respect of, the design, manufacture, preparation, packaging and production by the Licensee or any third party selected by the Licensee and the promotion, marketing, design and sale by the Licensee to any person including without limitation any customers and contacts of the Licensor or Related Companies, in the Territory of the Goods.

2.2 Upon the execution of this licence (and to the extent that the Licensor has not already done so), the Licensor shall disclose to the Licensee all Intellectual Property and any other necessary information in its possession for the Licensee to itself or through third parties design, manufacture, prepare, package, produce, promote, market and sell the Goods. The Licensor shall provide reasonable technical assistance to the Licensee to enable the Licensee or a third party selected by the Licensee to design, manufacture, prepare, package, produce, promote, market and sell the Goods and will if the

TRADEMARK
REEL: 005298 FRAME: 0665

Licensee so requests and at the Licensee's cost provide the services of any personnel of the Licensor at cost.

2.3 The Licensee shall be entitled from time to time to grant sub-licences (exclusive or non-exclusive) to use the Mark and the Intellectual Property on and in relation to any Goods to any third party including without limitation, the right to use the Mark and the Intellectual Property, for the design, manufacture, preparation, packaging and production and the promotion, marketing, design and sale of the Goods in any part of the Territory.

3. LICENCE FEES

The Licensee shall pay 10% of all monies received in full (the "Fees") in respect of each sale of Goods made by the Licensee to any third party. The Licensor hereby authorises and directs the Licensee to apply all the Fees towards the outstanding indebtedness owed by the Licensor or by any Related Companies to the Licensee until all such outstanding indebtedness has been settled with any remaining balance from time to time of the Fees to be paid to the Licensor.

4. LICENCE RECORDAL

The Licensor shall sign such documents and give such assistance as the Licensee may reasonably request from time to time for the Licensee or any other person as contemplated under this licence to be recorded as registered user or licensee of any relevant trade mark registration or pending application which includes the Mark and to secure the performance by the Licensor of this provision, the Licensor hereby irrevocably appoints the Licensee as its attorney to sign and execute any and all documents to give effect to the obligations of the Licensor under this clause.

5. PROTECTION AND MAINTENANCE

The Licensor shall pay all fees and take all steps necessary to apply for, maintain or renew all registrations of the Mark in the Territory and if upon request of the Licensee, the Licensor fails to apply for, maintain or renew all registrations of such Mark, the Licensee shall be entitled to apply for, maintain or renew all such registrations at the cost of the Licensor and the Licensor hereby irrevocably appoints the Licensee as its attorney to sign and execute any and all documents to give effect to the obligations of the Licensor under this clause.

TRADEMARK
REEL: 005298 FRAME: 0666

6. WARRANTIES

6.1 The Licensor represents, warrants and undertakes to the Licensee that it, has not and will not granted any distribution, sale or other related rights in respect of the Mark or the Intellectual Property on or in relation to the Goods to any third party and is able to perform all its obligations under this licence. The Licensor represents and warrants that any distribution, sale or other related rights previously granted to third parties have been cancelled and shall have no further force or effect.

6.2 The Licensor warrants that:-

6.2.1 it is the proprietor of the Mark;

6.2.2 it is not aware that any of the Mark or the use of them on or in relation to the Goods in the Territory infringes the rights of any third party;

6.2.3 it has the right to licence the use of the Mark to the Licensee in accordance with this licence; and

6.2.4 this licence has been duly approved and the person signing on behalf of the Licensor has been duly authorised by the Licensor to execute this licence and when executed, this licence shall constitute valid, binding and enforceable obligations against the Licensor.

7. INDEMNITY

The Licensor shall indemnify the Licensee against any and all claims arising out of any breach whatsoever by the Licensor of this licence.

8. INFRINGEMENT

8.1 The Licensor shall promptly notify the Licensee of any actual, threatened or suspected infringement in the Territory of any Mark which comes to the Licensor's actual notice, and of any claim by any third party that the manufacturing of the Goods in any part of the world, importation of the Goods, or their sale therein, infringes any rights of any other person. The Licensee may require the Licensor and at the expense of the Licensor to do all such things as may be reasonable in relation to any such infringement or claim in respect of the Mark including taking or resisting any proceedings. Should the Licensor fail to do all such things as may be reasonable, the Licensee is entitled to do such things including taking or resisting any proceedings at the cost and expenses of the Licensor absolutely.

TRADEMARK
REEL: 005298 FRAME: 0667

8.2 The Licensor shall indemnify the Licensee for any cost and expenses (including legal fees on an indemnity basis) in respect of clause 8.1 and any claim against the Licensee which is based on alleged or verified infringements in respect of any Mark.

9. TERM AND TERMINATION

9.1 This licence shall commence on the date of this licence and continue until 31 December 2023. This licence shall automatically renew on 31 December 2023 for a year and thereafter annually unless and until either party provides to the other a notice in writing no less than 6 months' prior to the annual renewal date of 31 December of the relevant renewal year.

9.2 Termination of this licence shall be without prejudice to the rights of the parties up to termination.

10. GOVERNING LAW AND JURISDICTION

10.1 This licence and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Hong Kong.

10.2 The parties irrevocably agree that the courts of Hong Kong have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence.

TRADEMARK
REEL: 005298 FRAME: 0668

IN WITNESS WHEREOF the parties hereto have caused this licence to be duly executed as a **DEED**.

Sealed with the common seal of)
and signed by Markus Bohi)
for and on behalf of the Licensor as a deed)

Sealed with the common seal of)
and signed by Massimo Sinigaglia)
for and on behalf of the Licensee as a deed)

1100059_057.doc